

SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES

APRIL 30, 2007
CONTRACT PERIOD THROUGH ~~APRIL 30, 2005~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 13, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
 Susan Varscsak, Library District
 Mirheta Muslic, Materials Management



CONTRACT FOR SERVICES PURSUANT TO RFP

SERIAL 01120-RFP-GROLIER

This Contract is entered into this 13th day of March 2003 by and between Maricopa County Library District ("County") and a political subdivision of the State of Arizona, and Scholastic Library Publishing, Inc. (Grolier Online), a Delaware corporation ("Contractor") for the purchase of Electronic Products and Services.

1.0 TERM

- 1.1 This Contract is for a term of twenty-five (25) months, beginning on the 13th day of March 2003 and ending the 30th day of April ~~2005~~ 2007.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A".
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contact number, purchase order number, description of services, unit prices, and extended totals and applicable sales/use tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract and Item 6 of EXHIBIT B attached hereto.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certificates of insurance providing proof that proper insurance is in place. The County shall not be obligated, however, to review such certificates or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds. This will be evidenced on the certificates of insurance.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service. This will be evidenced on the certificates of insurance.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County within fifteen (15) days of the renewal date.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Attn: Mark Cummings
Scholastic Library Publishing (Grolier Online)
90 Sherman Turnpike
Danbury, CT. 06816

With a copy to Legal Department, Scholastic Inc., 90 Old Sherman Turnpike, Danbury, CT 06816 and Charles Deull, Esq., Scholastic Inc., 557 Broadway, New York, New York 10012.

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than thirty (30) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.9 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.11 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.12 RIGHTS IN DATA:

Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.13 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

SCHOLASTIC LIBRARY PUBLISHING, 90 OLD SHERMAN TURNPIKE, DANBURY, CT 06816
GROLIER PUBLISHING CO INC CUSTOMER SERVICE DEPARTMENT, PO BOX 1716, DANBURY, CT 06816 1716

**EXHIBIT A
PRICING**

EXHIBIT A: GROLIER ONLINE PRICING										
Vendor Name:	Scholastic Library Publishing	Vendor Type (check one): Publisher__X__ or Access Provider (VAR) _____								
This pricing is guaranteed if 1 of the 8 Libraries purchases the product.										
ITEM DESCRIPTION		UNIT PRICE		EXTENDED PRICE		ADD REMOTE ACCESS		NOTES		
1) Grolier Online "Core" Database Collection		\$ 719.25 685		per site		\$ 357.00 340		Price is per library site/location		
								Only available with "Core" collection		
2) (add) Nueva enciclopedia Cumbre		\$ 236.25 225		per site		\$ 117,60 112		Price is per library site/location		
								Only available with "Core" collection		
3) (add) Popular Science		\$ 173.25 165		per site		\$ 84.00 80		Price is per library site/location		
								Only available with "Core" collection		
4) (add) Lands and Peoples		\$ 173.25 165		per site		\$ 84.00 80		Price is per library site/location		
								Only available with "Core" collection		
5) (add) America the Beautiful		\$ 208.95 199		per site		\$ 105.00 100		Price is per library site/location		
		AMOUNT	or	PERCENT		NOTES				
Additional Discount with 2 Libraries purchasing this product		\$	or	%						
Additional Discount with 3 Libraries purchasing this product		\$	or	%						
Additional Discount with 4 Libraries purchasing this product		\$	or	%						
Additional Discount with 5 Libraries purchasing this product		\$	or	%						
Additional Discount with 6 Libraries purchasing this product		\$	or	%						
Additional Discount with 7 Libraries purchasing this product		\$	or	%						
Additional Discount with 8 Libraries purchasing this product		\$	or	17%						
Additional Discount with Central Billing for all 8 libraries		\$	or	%						

Duplicate page as necessary

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a. Governing Law - This Agreement shall in all respects be construed and governed by the internal laws of the State of Arizona.

b. Complete Agreement - This Agreement is the complete agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings, whether oral or written, between the parties. This Agreement may not be modified or amended except in a writing signed by both parties.

c. Assignment - The license herein granted shall be personal to Licensee and shall not be assigned by any act of Licensee or by operation of the Law.

d. Waiver - The failure of any party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce any such or other provisions of this Agreement. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver of consent shall be in writing and signed by the party claiming to have waived or consented. No waiver of any rights or consent to any breach shall constitute a waiver of any rights or consent to any other breach.

e. Severability - The terms of this Agreement are severable, and the invalidity of any provision of this Agreement shall not affect the validity of any other provisions.

f. Confidentiality - Licensee acknowledges and agrees that the terms and conditions of this Agreement (including but not limited to pricing) shall be kept confidential at all times, and Licensee shall not use or divulge such knowledge to any third party without Grolier's prior written permission. The terms of this paragraph shall survive the expiration or earlier termination of this agreement.

**SCHEDULE 1
LICENSEE**

LICENSEE (BILL TO)_____

AS AGENT (Authorizing person's name)_____

ADDRESS_____

CITY_____STATE____ZIP____TELEPHONE_____

EMAIL_____FAX_____

TECHNICAL CONTACT_____EMAIL_____TELEPHONE_____

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- ☐ ENCYCLOPEDIA AMERICANA
- ☐ GROLIER MULTIMEDIA ENCYCLOPEDIA
- ☐ THE NEW BOOK OF KNOWLEDGE
- ☐ NUEVA ENCICLOPEDIA CUMBRE EN LINEA
- ☐ THE NEW BOOK OF POPULAR SCIENCE
- ☐ LANDS AND PEOPLES
- ☐ AMERICA THE BEAUTIFUL

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06816-1716

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Terms:	NET 30
Vendor Number:	061226353 W000001977 X
Telephone Number:	800/621-1115
Fax Number:	203/797- 3657 3428
Contact Person	Mark Cummings Kathy Brown Judith Bisbee
E-Mail Address (REP)	sjames@scholasticlibrary.com
Insurance Certificate	Required
Contract Period:	To cover the period ending April 30, 2005 2007.